

Exhibit R

From: David Tuma
Sent: Wednesday, May 21, 2014 8:37 PM
To: Josh Gill; Joe Wagner (joe@hudson-gray.com); Mia Blagsvedt (Mia@hudson-gray.com)
Cc: Steve Lupinski
Subject: RE: Hosted File Server
Attachments: 051914 - Hosted File Server.pdf

Yes and yes, please.
Mia will fill out and sign the papers attached.

From: Josh Gill (jgill@ctnetworks.net)
Sent: Monday, May 19, 2014 8:46 AM
To: Joe Wagner (joe@hudson-gray.com); Mia Blagsvedt (Mia@hudson-gray.com)
Cc: David Tuma; Steve Lupinski
Subject: Hosted File Server

Hi Joe & Mia,

Hope you had a good weekend, Im back in the office now and before I left the country David and I spoke about your preferences and needs for a flexible server solution.

I have attached a proposal which includes the following:

- Hosted Server for 25 users
- 2.5TB of storage
- Ability to create folders, groups, etc.
- Downloadable app for smartphones
- Access the file server anywhere with an internet connection.
- Local file replication so you can work on files without an internet connection.
- Setup and installation

Happy to discuss if you have any questions.

Best Regards

Josh Gill
Client Executive
Advanced Solutions Group



ITsavvy 125 Wireless Boulevard Hauppauge, NY 11788
469 7th Ave. New York, NY 10018
Tel 631.787.2336 FAX 631.656.1957 jgill@ITsavvy.com www.ITsavvy.com



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HOSTED FILE SERVER PROPOSAL

Presented to



HudsonGray, Inc.
333 Hudson Street
New York, NY 10013

Submitted by



May 13, 2014

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1. EXECUTIVE SUMMARY

May 13, 2014

Mr. Joe Wagner
HudsonGray, Inc.
333 Hudson Street
New York, NY 10013

Re: Hosted File Server

Dear Mr. Wagner,

ITSavvy is a premier provider of hosted servers and published virtual desktops. Hosted virtual desktops are changing how employees use and manage data across their enterprise. Available over internet connection Windows hosted virtual desktops runs in ITSavvy data centers and is secured by our high availability infrastructure. User data and preferences are protected against loss or theft. Whether from home or on the road your employees gain ridiculously flexible computing power without massive deployment and support costs.

At ITSavvy, we have developed services that gives you all the benefits of a hosted platform without any of the headaches of managing it yourself. With ITSavvy Hosted Services, you'll no longer need to worry about monitoring alerts, patching or updating software, troubleshooting, backing up data, or any of the other day-to-day activities required when you manage your own environment. We take care of everything and back it up with the best expertise, support, and infrastructure in the industry.

ITSavvy knows you face the same data protection challenges as large enterprises. From managing explosive data growth and complying with policies and regulations to protecting multiple systems and sites from disasters large and small. Your data must always be safe and available. That's where your data backup experts come in.

Deployment Options Just Right for You

Software, SaaS, appliance, or Managed Service. On-premise, edge, cloud. Any hybrid solution. Our solutions are on the same technology platform, so no matter which deployment or combination of deployments you choose—or if your needs change, or your business grows—you're assured of the same, great user experience.

Backed by a Rock-Solid Infrastructure

The ITSavvy cloud is always there when you need it. Our network of data centers is geographically dispersed, staffed by a team of experts, and built with state-of-the-art encryption protocols, storage technologies, and replication practices to ensure ironclad protection of your data.

We appreciate the trust you have placed in ITSavvy and look forward to being your trusted advisors as we move ahead.

Proposed solution includes the following charges:

- (1) Hosted and Managed File Server with File sharing – 25 Users – Up to 2.5TB of storage. – 10GB File Size Limit - Access data from Windows, OSX, Android, and iOS. (monthly recurring charge)
- One Time setup fee - to setup hosted file server, create security groups and assist client with installation of software to access file server

NOTE:

Proposal assumes client has an existing firewall at their location to build a VPN tunnel from client's location to ITSavvy

datacenter, if NOT client is responsible to provide or purchase a firewall

Sincerely,

Josh Gill
Client Executive
ITsavvy
jgill@ITSavvy.com
www.ITSavvy.com

2. HOSTED SERVICES

2.1. GENERAL SERVER

Designed to support small to very large scale IT operations, Server Hosting provides customers flexible and cost-efficient choices that meet target performance and scalability requirements. Also, customers may choose a fully configured service architecture from the outset, or they may start with a basic configuration and adapt and expand as needed, based on financial, operational, and business growth considerations.

Designed to support small to very large scale IT operations, Server Hosting provides customers flexible and cost-efficient choices that meet target performance and scalability requirements. Also, customers may choose a fully configured service architecture from the outset, or they may start with a basic configuration and adapt and expand as needed, based on financial, operational, and business growth considerations.

Hosting offers many benefits to companies of all sizes, from one-person shops to global conglomerates. It's a cost-effective solution for those with mission-critical websites and applications that needs a high percentage network uptime, support responsiveness, technical expertise and a secure, high-end infrastructure. Here are some considerations as you explore how outsourcing your hosting can benefit your company.

Cost efficiency

Hosting boosts the efficiency of your budget by removing the need for big capital outlays on hardware and data centers, as well as the payroll required for regular maintenance and upgrades. It's a matter of converting capital expenditures into operating expenditures: the money you now put into purchasing, maintaining and upgrading hardware and software could instead be allocated to new strategic projects for your IT department. In a hosted environment, you pay as you grow instead of over-purchasing capacity upfront. This saves you dollars in server hardware, software, upgrades and man-hours needed to run it all.

Growth

When your company grows, your infrastructure must also grow. Since hosting providers have extensive hardware and software resources, they can help you scale smoothly and easily. A good hosting provider is always ready for your growth, whether it's steady, incremental expansion or a rapid deployment of a hosting environment. The elastic nature of cloud computing also helps ensure seamless growth.

As a leader provider in hosting, ITsavvy works to handle your company's growth needs today and in the future. With clients, offices and data centers across the country, we see the big picture, understanding and creating solutions that will address your global IT needs today and years from now.

Why "outsource" your hosting? It lets you do what you do best. By offloading tactical tasks such as hosting, you free up your IT team to focus on strategic work that moves your company forward. A hosting provider is an extension of your IT department that provides extra muscle and round-the-clock management of your hosted environment, which means your team has the time to dedicate to mission-critical goals.

The latest technology automatically

Since hosting providers focus on their specific area of expertise, they can stay on top of the latest advances in their industry. This lets you take advantage of the latest technologies without the expense of adding equipment or staff.

You benefit from the latest in hardware and software technology, managed by experienced engineers. At ITsavvy, we ensure that we're on the cutting edge of emerging technology for all our hosted apps.

In addition, hosting providers continually download and install software upgrades and security patches, so your system is always up-to-date.

A hosting provider can also help achieve the compliance and regulatory requirements you need for your industry.

Support

Entrusting your hosting duties to another entity is a big step. We aim to make the transition as easy as possible with superior service throughout the process. ITsavvy believes that being a great hosting provider requires more than just the best technologies, but the best of support and service. To ensure a high level of comfort, ITsavvy has a dedicated Support Team that's specifically built around you and your needs. It's the Team's responsibility to know and understand your configuration, your goals and you.

Security

Hosting companies integrate extensive security measures to protect your data from threats both physical and online. At ITsavvy, we partner with leaders in the security industry to give you the strongest level of protection available. ITsavvy Hosting Security is a powerful, fully integrated portfolio of services, managed devices and best practices, all designed to ensure the highest levels of security for client data.

Customization

Every business has a unique need and budget. A hosting provider can help you develop the highly-customized hosting environment specifically for your company's needs. ITsavvy delivers a portfolio of solutions like Managed Hosting, Cloud Hosting and Email Hosting, each with a diverse mix of products. Because needs change – sometimes rapidly – our model is built to adjust to client needs quickly and efficiently.

3. BUDGETARY QUOTE

The following is the detail of the equipment included in this quote:

**HUDSONGRAY, INC. BUDGETARY QUOTE
HOSTED FILE SERVER PROPOSAL**

Bill of Materials			
Qty	Description	Unit Sell	Extended Sell
Professional Services			
1	Hosted Environment Setup Hosted Environment Setup		\$900.00
Professional Services Total			\$900.00
PROPOSAL TOTAL			\$900.00

RECURRING CHARGES

Hosted Services				
Qty	Item Number	Description	Price	Ext. Price
Servers				
1	FileServer	File Server w/File sharing – 25 Users – Up to 2.5TB of storage. – 10GB File Size Limit File Server w/File sharing – 25 Users – Up to 2.5TB of storage. – 10GB File Size Limit - Access data from Windows, OSX, Android, and iOS	\$420.00	420.00/month
Subtotal Servers			\$420.00/month	
Hosted Services Total			\$420.00/month	
RECURRING CHARGES TOTAL			\$420.00/month	

Phone: (631) 261-6900 Quote Description: Hosted File Server
 E-mail : jgill@ITsavvy.com Quote Date: 05/13/2014
 Prepared by : Josh Gill Exp. Date: 06/13/2014
 Fax : (631) 757-8604

NOTES:

Pricing subject to change without advanced notice from the manufacturer.
 Restock fees will apply for any items returned.
 Returns must be made within 15 days of receipt of items unopened.
 Shipping fees not included.

4. ACCEPTANCE

IN WITNESS WHEREOF, the Parties have caused this Statement of Work, as referenced in this document to be executed by their duly authorized representatives as of the Effective Date. To the extent there is a conflict between this Statement of Work and the Systems Integration and Products Agreement, this Statement of Work shall be deemed to prevail and control.

EQUIPMENT AND SERVICES:

Seller agrees to furnish and install the following equipment (the "Equipment" or the "System") at Purchaser's premises located at 333 Hudson Street, New York NY 10013. Equipment and related services shall comprise solely of the following Proposal Dated May 13, 2014.

SALES PRICE:

The Purchaser will pay the Seller the following sum in compensation for the Equipment and services set forth above:

Please check one:

☐ **OUT RIGHT PURCHASING OF EQUIPMENT AND/OR SERVICES**

Contract Price	\$900.00
Sales Tax (8.875%)	\$79.88
TOTAL	\$979.88
100% DUE UPON SIGNING OF CONTRACT	\$979.88
0% DUE UPON DELIVERY OF EQUIPMENT	\$0.00
BALANCE DUE UPON INSTALL	\$0.00

☐ **LEASING OF EQUIPMENT**
 \$1 Dollar Buyout Lease

Contract Price (per month)	_____
Sales Tax	_____
TOTAL	_____
DEPOSIT HEREBY ACKNOWLEDGED (Two lease payments)	_____

Balance to be paid by Leasing Company.

Purchaser and Seller hereby agree to all of the above terms and Purchaser hereby acknowledges receipt of a fully executed copy of the Agreement.

RECURRING CHARGES

Hosted Services	\$420.00/month
Sales Tax (8.875%)	\$37.28/month
Managed Services	\$0.00/month
Recurring Charges Total	\$457.28/month

HudsonGray, Inc.

By: _____
 (Signature)

Name: _____

Title: _____

Date: _____

ITSavvy

By: _____
 (Signature)

Name: _____

Title: _____

Date: _____

5. MANAGED SERVICES TERMS AND CONDITIONS

1. **CANCELLATION:** At any time before implementation or services are begun Client may cancel this Contract by giving written notice thereof to the Service Provider, which notice must be sent by Certified or Registered mail to Service Provider's address set forth above and which notice shall be effective upon its receipt by Service Provider; however, upon cancellation Client agrees to pay to the Service Provider an amount equal to one (1) month of the total Contract Price as liquidated damages, to compensate Service Provider for loss of profits, commissions, commissions to salesman, clerical expenses and any other expenses incidental thereto and/or incurred by Service Provider. Should Service Provider commence installation then Client shall no longer have the privilege of cancellation and shall be bound by the terms of this contract.

2. **MAINTENANCE:** Customer will provide Service Provider remote access capability to their voice and/or data systems covered under a 'ITSavvy' Managed Service Agreement. The Customer authorized remote access will be used by Service Provider solely to provide the initial remote diagnostic support prior to dispatching of a technician or engineer to the Customer's location.

Customer's failure to provide remote access to Service Provider prior to dispatch of a technician or engineer in response to a Managed Service Agreement request will result in a billable Service Charge for all onsite visits; notwithstanding the service or maintenance request would have been normally covered under a valid Warranty, Service or Maintenance Agreement.

3. **DEFAULT:** In the event Client shall fail to pay any sum hereunder when due, Client's account is on 'Account Hold' or in arrears on any other account with Service Provider, then, in addition to all other remedies available to Service Provider at law or in equity, and not in limitation thereof, Service Provider may cease providing service until paid in full and then at its option terminate this agreement, retaining all sums theretofore paid hereunder as liquidated damages. Client shall remain liable for any deficiency. Client agrees that if collection of any monies due and owing under this Contract is placed with an attorney or collections agency, the Client will pay all fees and expenses, in addition to any court, attorney's or miscellaneous costs, incurred in connection therewith.

4. **INSURANCE:** All risk of loss or damage to the Equipment or the premises as a result of fire, theft, water, malicious mischief or other casualty, shall be borne by Client. Client agrees to maintain in full force and effect all necessary insurance, including fire and extended coverage insurance for the insurable value of the Equipment. Service Provider shall perform the work hereunder as an independent contractor, and shall have the exclusive control of the manner and means of performing the work.

5. **SUSPENSION OF OBLIGATIONS OF Service Provider:** The obligations of Service Provider hereunder shall be conditioned upon and shall be suspended to the extent and for the period of time that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, and any other similar or dissimilar cause beyond Service Provider's control.

6. **BINDING AGREEMENT:** The parties mutually understand and agree that the last act to bind the parties to this agreement shall be the execution and acceptance by ITSavvy.

7. **ARBITRATION:** The parties hereto mutually understand and agree that in the event that there is any dispute arising out of the execution, performance, completion or failure to complete this agreement or the work hereunder then Client's sole and exclusive remedy shall be by way of arbitration by filing with the American Arbitration Association, to be held in the County of Suffolk, State of New York and the law of the state of New York shall control both the substantive and procedural interpretations governing the execution, construction and performance of the agreement. However, Service Provider shall also have the right to commence an action against Client in the State and Federal Courts sitting in Nassau or Suffolk Counties, New York, and Client hereby consents to jurisdiction in said courts.

8. ENTIRE AGREEMENT:

This agreement supersedes all negotiations and constitutes the entire agreement between ITSavvy and Client with respect to the Services covered by this agreement. No representation or statement not expressed herein shall be binding upon Service Provider, and this agreement may be changed or amended only by an instrument in writing signed by both parties.

9. **NON-SOLICITATION:** Each party, its affiliates, subsidiaries and representatives agree, for a period of three (3) years, not to directly, or indirectly solicit for employment or employ any person who is now employed or retained by the other party or any affiliate without the prior written consent of the respective party.

10. **BACK-UP FEES:** If off site back up data storage is being leveraged through ITSavvy and the Client's data store volume at the end of the month exceeds the initial contracted base data store volume, Client will be charged an additional monthly charge of \$2.49 per GIG for each additional GIG of data stored.

11. **RESPONSIBILITY OF MAINTAINING AND SUPPORTING SOFTWARE:** Customer legacy and purchased software or custom applications purchased from manufacturers or third party vendors other than ITSavvy is the responsibility of Customer. Software and applications purchased from ITSavvy will be supported and maintained by ITSavvy. Licensing and software assurance renewals on Customer owned software will be at the sole cost and responsibility of the Customer.

12. **COPYRIGHT:** This document contains confidential and proprietary information of ITSavvy and is protected by Copyright laws. Unauthorized use, duplication, disclosure or modification of this document in whole or in part without the written consent of ITSavvy is strictly prohibited. By providing this document, ITSavvy is not making any representations regarding the correctness or completeness of its contents and reserves the right to alter this document at any time without notice. Because of the inherent complex nature of computer and network software, ITSavvy makes no warranties, either expressed or implied regarding software interoperability between its communications system (Products Sold) and customer's software or hardware, whether sold by ITSavvy or existing on customer's network. This includes but is not limited to CTI, Citrix, Blackberry, Unified Communications, Fax over IP and Voice over IP. ITSavvy will make best efforts to resolve customer network issues. You agree we have the right to use your logo or reference your company name when using any/all-marketing materials. All Rights reserved.

Signature: _____

Title: _____

Name: _____

Date: _____

SUPPORT DOCUMENTS

Additional Documents Included for Reference



Managed Services

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	within 48 hours	ASAP – Best Effort	96 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.



Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client's satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved to Client's satisfaction
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

13. Issue is escalated to Tier 3 Support
14. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved to Client's satisfaction
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control –Issue is verified to be resolved to Client's satisfaction
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Onsite Support:

23. I.T. Manager Decision Point – request is updated with complete details of all activity performed



Managed Services Service Level Agreement

(SLA) Attachment to Managed Services Agreement

1. Goals. The purpose of this SLA is to provide dependable, timely service and support for the technology needs of Client. ITsavvy (Service Provider) agrees to respond in a timely manner and to resolve issues with the operating system and software on the server(s) listed below ("The Listed Servers").

2. Sole Provider. In order for this Service Level Agreement to be effective, ITsavvy must be the sole provider of technical services to Client. If technical support services are provided by any other party, including Client, the SLA portion of this Agreement will be invalidated.

3. Operational. Operational is defined as working and available to Client. A server is Operational when the Client can use it in the normal course of business and Client's business operations are not adversely affected by the operational state of the server.

4. Failure. A failure occurs when any critical function of the server is not performing adequately to allow Client to continue normal operations. It is assumed that when the listed servers have one or more failures the Client's revenues will be impacted.

5. Exclusions. Failures under this SLA do not include hardware problems, including but not limited to problems with the motherboard, processor, disc drives, network cards, fans, and power supplies.

6. Force Majeure. Client acknowledges and agrees that Service Provider shall not be responsible for any failures or delays in performing services under this SLA which are caused by actions or events outside of Service Provider's control. Such actions include but are not limited to hardware failure, network interruptions, actions taken by Carriers or internet service providers priorities or other third parties, Acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, hurricanes and floods.

7. Claims. In order to be compensated under this SLA, Client must reporting downtime and response time incidents in writing, by email, or by fax. Claims for SLA remedies must be made within 7 days of the failure.

8. Hours of Service. Consultant Hours of service are 8:00am to 5:00pm on business days, excluding observed national holidays. Service Providers help desk, web site portal, and off-hours voicemail serve as means of reporting service requests.

9. Response Times. All service requests for the listed servers will be acknowledged to Client within 2 hours. Work on service requests for the listed servers will commence as per the Priority Classification Response Time listed in Appendix A of the Managed Services Agreement. Service Provider will make periodic reports to Client regarding the status and progress on the service request.

10. Downtime Compensation. In the event that the Listed Servers experience unplanned Failures or are not Operational within the definitions of this Agreement, Service Provider agrees to provide compensation to Client equivalent to three times the amount paid by Client for each day the server is affected. Compensation will be in the form of credit applied to Client's account. The minimum failure time will be one day and the minimum compensation time will therefore be three days.

Managed Services
SLA



Downtime percent is calculated as follows:

$$\frac{\text{Days or partial days of failure} \times 3}{\text{Workdays in the month}}$$

Downtime Compensation is calculated as follows: Downtime percent multiplied by amount paid for server maintenance for the month.

11. Response Time Compensation. In the event that Service Provider fails to provide adequate response time, as defined in this Agreement, Service Provider agrees to provide compensation to Client equivalent to three times the Onetime Failure Rate times the amount paid for server maintenance for the month. Compensation will be in the form of credit applied to Client's account.

Onetime Failure Rate is calculated as follows:

$$\frac{\text{Number of on time responses} \times 3}{\text{Total Service Requests in the Month}}$$

On Time Failure Rate Compensation is calculated as follows: Onetime Failure Rate multiplied by amount paid for server maintenance for the month.

12. Liability. Client agrees that Service Provider's entire liability, and Client's exclusive remedy, with respect to this SLA is limited to the amount Client paid to Service Provider for Services during the previous three (3) full months. All other limitations of liability are identical to those agreed to in the Service Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ITSavvy:

CLIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Managed Services
SLA





LOCATIONS

Corporate Headquarters

313 South Rohlwing Road
Addison, IL 60101
Main 630.396.6300
Fax 630.396.6322

Chicago Office

30 West Monroe Street
Suite 1400
Chicago, IL 60603

Iowa

249 Research Parkway
Suite 230
Davenport, IA 52806

California

1255 Treat Boulevard
Suite 300
Walnut Creek, CA 94597

Ohio

70 Birch Alley
Suite 240 Building B
Beavercreek, OH 45440

Long Island

125 Wireless Blvd.
Hauppauge, NY 11788
Main: 1-800-871-3663

New York

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New York, NY 10018